Fill in this information to identify the case:

Debtor 1 KELLY IRANA SWABY

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Pennsylvania

Case number 25-11368-amc

Official Form 410S2

Notice of Postpetition Mortgage Fees, Expenses, and Charges

12/16

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any fees, expenses, and charges incurred after the bankruptcy filing that you assert are recoverable against the debtor or against the debtor's principal residence.

File this form as a supplement to your proof of claim. See Bankruptcy Rule 3002.1.

Name of creditor: Freedom Mortgage Corporation

Court claim no. (if known): 6

Last four digits of any number you use to identify the debtor's account: 9896

Does this notice supplement a prior notice of postpetition fees, expenses, and charges?

☐ No
☒ Yes. Date of the last notice: 07/18/2025

Part 1: Itemize Postpetition Fees, Expenses, and Charges

Itemize the fees, expenses, and charges incurred on the debtor's mortgage account after the petition was filed. Do not include any escrow account disbursements or any amounts previously itemized in a notice filed in this case. If the court has previously approved an amount, indicate that approval in parentheses after the date the amount was incurred.

Description	Dates incurred		Amount
1. Late charges		(1)	$ 0.00
2. Non-sufficient funds (NSF) fees		(2)	$ 0.00
3. Attorney's fees	07/29/2025 : Motion for Relief	(3)	$ 1,050.00
4. Filing fees and court costs	07/29/2025 : Filing Fee - MFR	(4)	$ 199.00
5. Bankruptcy/Proof of claim fees		(5)	$ 0.00
6. Appraisal/Broker's price opinion fees		(6)	$ 0.00
7. Property inspection fees		(7)	$ 0.00
8. Tax advances (non-escrow)		(8)	$ 0.00
9. Insurance advances (non-escrow)		(9)	$ 0.00
10. Property preservation expenses. Specify:		(10)	$ 0.00
11. Other. Specify: 07/30/2025 : Mail Fee - MFR		(11)	$ 4.14
12. Other. Specify:		(12)	$ 0.00
13. Other. Specify:		(13)	$ 0.00
14. Other. Specify:		(14)	$ 0.00

The debtor or trustee may challenge whether the fees, expenses, and charges you listed are required to be paid. See 11 U.S.C. § 1322(b)(5) and Bankruptcy Rule 3002.1.

Debtor1 KELLY IRANA SWABY
First Name Middle Name Last Name

Case number *(if known)* 25-11368-amc

Part 2: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.
☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

✘ /s/Andrew Spivack
Signature

Date 09/04/2025

Print: **Andrew Spivack (84439)**
First Name Middle Name Last Name

Title Attorney

Company Brock & Scott, PLLC

Address 3825 Forrestgate Dr.
Number Street

Winston-Salem, NC 27103
City State ZIP Code

Contact phone 844-856-6646

Email PABKR@brockandscott.com

L.B.F. 9014-4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
Philadelphia Division

IN RE: KELLY IRANA SWABY	Case No. 25-11368-amc Chapter 13
Freedom Mortgage Corporation, Movant vs. KELLY IRANA SWABY , Debtor	

CERTIFICATE OF SERVICE

I, the undersigned, certify that on September 4, 2025, I did cause a true and correct copy of the documents described below to be served on the parties listed on the mailing list exhibit, a copy of which is attached and incorporated as if fully set forth herein, by the means indicated and to all parties registered with the Clerk to receive electronic notice via the CM/ECF system:

- Notice of Postpetition Mortgage Fees, Expenses, and Charges

I certify under penalty of perjury that the above document was sent using the mode of service indicated.

Date: September 4, 2025

/s/Andrew Spivack
Andrew Spivack, PA Bar No. 84439
Mario Hanyon, PA Bar No. 203993
Ryan Srnik, PA Bar No. 334854
Jay Jones, PA Bar No. 86657
Attorney for Creditor
BROCK & SCOTT, PLLC
3825 Forrestgate Drive
Winston Salem, NC 27103
Telephone: (844) 856-6646
Facsimile: (704) 369-0760
E-Mail: PABKR@brockandscott.com

Mailing List Exhibit: (Check all that apply. If via e-mail, include e-mail address. Continue to the next page if necessary.)

Michael A. Cibik, Debtor's Attorney
1500 Walnut Street
Suite 900
Philadelphia, PA 19102
help@cibiklaw.com
Debtor's Attorney
Via: ☒ CM/ECF ☐ 1st Class Mail ☐ Certified Mail ☐ e-mail:
☐ Other:

Kenneth E. West,
190 N. Independence Mall West
Suite 701
Philadelphia, PA 19106
Bankruptcy Trustee
Via: ☒ CM/ECF ☐ 1st Class Mail ☐ Certified Mail ☐ e-mail:
☐ Other:

United States Trustee
Office of United States Trustee
Robert N.C. Nix Federal Building, 900 Market Street, Suite 320
Philadelphia, PA 19107
US Trustee
Via: ☒ CM/ECF ☐ 1st Class Mail ☐ Certified Mail ☐ e-mail:
☐ Other:

Kelly Irana Swaby
324 Laurel Ave
Aldan, PA 19018-4206
Debtor
Via: ☐ CM/ECF ☒ 1st Class Mail ☐ Certified Mail ☐ e-mail:
☐ Other:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)

IN RE: KELLY IRANA SWABY Debtor	Case No. 25-11368-amc
Freedom Mortgage Corporation, Movant vs. KELLY IRANA SWABY Respondent	Chapter 13 11 U.S.C. §362

STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY

It is hereby stipulated by and between Brock & Scott, PLLC, counsel for the Movant, Freedom Mortgage Corporation, and Michael A Cibik, Esquire, counsel for the Debtor, as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. This Stipulation pertains to the property located at 324 LAUREL AVE, Aldan, PA 19018, mortgage account ending with "9896".

3. The parties agree that the total post-petition arrearage consists of three (3) monthly payments for the months of May, 2025 through July, 2025 at $1,881.47 each, legal fees in the amount of $1,050.00, court costs in the amount of $199.00, and $800.00 in legal fees included in the post-petition fee notice filed on July 21, 2025 pursuant to Rule 3002.1. The Secured Creditor does not waive it's right to collect these amounts.

4. Within ten (10) days from the date that this stipulation is approved by the Court, Debtor agrees to amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of $8,093.41. The parties agree that the Movant may file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to the filed Proof of Claim for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.

5. The parties agree that the allowed total secured claim of Movant for pre-petition arrearages in the amount of $59,544.06 and aforementioned post-petition

delinquency in the amount of $8,093.41 will be paid, in full, through the Amended Chapter 13 Plan. The total delinquency to be paid to Movant through the Chapter 13 Plan is $67,637.47.

6. Debtor agrees to remain current post-petition from this day forward. Beginning August 1, 2025 in the amount of $1,881.47, all subsequent monthly payments and any late charges, shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be by certified check or money order payable to Freedom Mortgage / Attn: Payment Processing, 11988 Exit 5 Pkwy., Bldg. 4, Fishers, IN 46037-7939**.**

7. If Debtor provide sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly.

8. Should the Debtor fail to amend the Chapter 13 Plan within ten (10) days from the date this Stipulation is approved by the Court, or fails to make any of the above captioned payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, whichever failure occurs first, the Movant may send Debtor and counsel, if applicable, a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, waiving FED. R. Bankr. P. 3002.1 and waiving Bankruptcy Rule 4001(a)(4) so that the Relief Order is immediately effective and enforceable.

9. In the event the Debtor converts this case to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, and waiving Rule 4001(a)(4) so that the Relief Order is immediately effective and enforceable.

10. Debtor's tendering of a check to FREEDOM MORTGAGE CORPORATION, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.

11. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's Counsel to the extent necessary to comply with applicable non-bankruptcy law.

12. The parties agree that a facsimile signature shall be considered an original signature.

Dated: July 31, 2025

/s/ Andrew Spivack
Andrew Spivack, Esquire
Attorney for Movant

/s/ Michael A. Cibik
Michael A Cibik, Esquire
Attorney for Debtor

/s/ Jack K. Miller, Esquire for
KENNETH E. WEST, Esquire
Trustee

I have no objection to its terms, without prejudice to any of our rights and remedies

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)

IN RE: KELLY IRANA SWABY Debtor	Case No. 25-11368-amc
Freedom Mortgage Corporation, Movant vs. KELLY IRANA SWABY Respondent	Chapter 13 11 U.S.C. §362

ORDER

AND NOW, this _____ day of ___________________ , 2025, it is hereby **ORDERED** that the corresponding Stipulation is hereby approved, shall be, and is hereby made an Order of this Court.

____
Ashely M. Chan
CHIEF BANKRUPTCY JUDGE

KELLY IRANA SWABY
324 LAUREL AVE
ALDAN, PA 19018-4206

Michael A Cibik
1500 Walnut Street
Suite 900
Philadelphia, PA 19102

KENNETH E. WEST
190 N. Independence Mall West
Suite 701
Philadelphia, PA 19106

Office of United States Trustee
Robert N.C. Nix Federal Building
900 Market Street, Suite 320
Philadelphia, PA 19107

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)

IN RE: KELLY IRANA SWABY Debtor	Case No. 25-11368-amc
Freedom Mortgage Corporation, Movant vs. KELLY IRANA SWABY Respondent	Chapter 13 11 U.S.C. §362

ORDER

AND NOW, this _____ day of ___________________ , 2025, it is hereby **ORDERED** that the corresponding Stipulation is hereby approved, shall be, and is hereby made an Order of this Court.

Date: August 22, 2025

Ashely M. Chan
CHIEF BANKRUPTCY JUDGE

KELLY IRANA SWABY
324 LAUREL AVE
ALDAN, PA 19018-4206

Michael A Cibik
1500 Walnut Street
Suite 900
Philadelphia, PA 19102

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